

1  
2  
3  
4  
5 UNITED STATES DISTRICT COURT  
6 MIDDLE DISTRICT OF NORTH CAROLINA

7  
8 Hassie-Demond Nowlin

9 Plaintiff

CASE# 1:11CV423

10 -v-

11 NEW MILLENIUM BANK

12 Defendant(s)

13  
14 **COMPLAINT**

15 Plaintiff, Hassie-Demond Nowlin, individually, hereby sues Defendant(s) NEW MILLENIUM  
16 BANK for violations of the Telephone Consumer Protection Act (TCPA) Sec. 227., 47 USC §  
17 227(b)(1), 47 USC § 227(a) (iii).

18  
19 **PRELIMINARY STATEMENT**

20 1. This is an action for damages and injunctive relief brought by Plaintiff against  
21 Defendants for violations of the Telephone Consumer Protection Act (TCPA) Sec. 227., 47 USC  
22 § 227(b)(1), 47 USC § 227(a) (iii).

23  
24 2. Upon belief and information, Plaintiff contends that many of these practices are  
25 widespread for some or all of the Defendants. Plaintiff intends to propound discovery to  
26 Defendants identifying these other individuals who have suffered similar violations.

27  
28 3. Plaintiff contends that the Collection Company Defendant have violated such laws by  
29 repeatedly harassing Plaintiff in attempts to collect alleged but nonexistent debt.  
30

1  
2  
3  
4                                   **JURISDICTION AND VENUE**

5           4. Jurisdiction of this Court arises under 15 U.S.C. §1681p, 47 U.S.C. §227(b)(3), 15  
6 U.S.C. §1692k(d), and supplemental jurisdiction exists for the state law claims pursuant to 28  
7 U.S.C. §1367.  
8

9           5. Venue is proper pursuant to 28 U.S.C. §1391b. Venue in this District is proper in that  
10 the Plaintiff resides here, the Defendants transact business here, and the conduct complained of  
11 occurred here.  
12

13           6. This is an action for damages which exceed \$15,000.00.  
14

15                                   **PARTIES**

16           7. Plaintiff, Hassie-Demond Nowlin, is a natural person and is a resident of the state of  
17 north carolina.

18           8. Upon information and belief Defendant, NEW MILLENIUM BANK is a foreign  
19 corporation, authorized to do business in north carolina.  
20

21  
22                                   **FACTUAL ALLEGATIONS**

23           9. From Feb1 thru April 30, 2011, Defendant NEW MILLENIUM BANK violated the  
24 TCPA by leaving 4 recorded messages using automatic telephone dialing system or artificial or  
25 prerecorded voices on Plaintiffs cell phone.  
26

27           10. From Feb1 thru April 30, 2011, Defendant NEW MILLENIUM BANK violated the  
28 TCPA by calling Plaintiff's cell phone 4 times with no prior permission given by Plaintiff.  
29  
30

1 11. On Feb1 thru April 30, 2011 the Defendant NEW MILLENIUM BANK violated the  
2 TCPA by leaving recorded messages on Plaintiffs cell phone without express permission.  
3

4  
5 **COUNT I**  
6 **VIOLATIONS OF THE TELEPHONE**  
7 **COMMUNICATIONS ACT 47 U.S.C. §227**

8 12. Plaintiff alleges and incorporates the information in paragraphs 1 through 13.

9 13. Defendant NEW MILLENIUM BANK has demonstrated willful or knowing non-  
10 compliance with 47 U.S.C. §227(b)(1)(A) by using an automatic telephone dialing system to call  
11 the Plaintiff's number, which is assigned to a cellular telephone service.  
12

13 14. Defendant NEW MILLENIUM BANK has committed 4 separate violations of 47  
14 U.S.C. §227(b)(1)(A) and Plaintiff is entitled to damages of \$1500 per violation pursuant to 47  
15 U.S.C. §227(b)(3)(B).  
16

17 15. Defendant NEW MILLENIUM BANK has demonstrated willful or knowing non-  
18 compliance with 47 U.S.C. §227(b)(1)(A) The last 20 calls are subject to treble damages  
19 pursuant to 47 U.S.C. §227(b)(3) as they were intentional. Plaintiff spoke with NEW  
20 MILLENIUM BANK four times after sending and receiving the Sue Letter and NEW  
21 MILLENIUM BANK assured Plaintiff that the calls would stop. Since then NEW MILLENIUM  
22 BANK refuses and continues to violate 47 U.S.C. An unintentional call carries a damage amount  
23 of \$500; an intentional call carries a damage amount of \$1,500 per violation.  
24  
25

26 16. Defendant NEW MILLENIUM BANK has demonstrated willful or knowing non-  
27 compliance with 47 U.S.C. §227(b)(1)(A) by calling the Plaintiff's number, which is assigned to  
28 a cellular telephone service. The Plaintiff has never given NEW MILLENIUM BANK  
29 permission to call Plaintiffs cell phone. Plaintiff is entitled to damages of \$1500 per violation  
30

1 pursuant to 47 U.S.C. §227(b)(3)(B). Plaintiff and NEW MILLENIUM BANK do not have an  
2 established business relationship within the meaning of 47 U.S.C. §227.  
3

4 17. Defendant NEW MILLENIUM BANK has demonstrated willful or knowing non-  
5 compliance with 47 U.S.C. §227(b)(1)(A) by continuing to call Plaintiff 4 times after receiving  
6 the intent to sue letter and after hearing the recordings with total disregard and in violation of 47  
7 U.S.C. §227.  
8

9 **WHEREFORE**, Plaintiff demands judgment for damages against NEW MILLENIUM  
10 BANK, for actual or statutory damages, and punitive damages, attorney's fees and costs,  
11 pursuant to 15 U.S.C. § 1681n(a)(b)(c).  
12

13 **COUNT II**  
14 **VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C.**  
15 **§1692 BY DEFENDANTS NEW MILLENIUM BANK**

16 18. Plaintiff alleges and incorporates the information in paragraphs 1 through 19.

17 19. NEW MILLENIUM BANK placed no less than 4 telephone calls to the Plaintiff's  
18 cellular telephone after receipt of Plaintiff's letter to cease and desist. Defendant knew or should  
19 have known that the phone calls made were inconvenient to the consumer. Such communications  
20 are prohibited by 15 U.S.C. § 1692c(a)(1). Defendant demands \$4000.  
21

22 20. NEW MILLENIUM BANK placed no less than 4 telephone calls to the Plaintiff's  
23 cellular telephone after receiving written notice from the Plaintiff to cease communications.  
24 Pursuant to 15 U.S.C. § 1692c(c), if such notice from the consumer is made by mail, notification  
25 shall be complete upon receipt. This clearly demonstrates willful violation of U.S.C. §1692c.  
26 Defendant demands \$4000.

27 21. Defendants NEW MILLENIUM BANK continued collection activity after receiving  
28 notice of dispute, and failed to provide written validation of debt before resuming collection  
29 activities, in violation of 15 U.S.C. §1692g(b). Defendant demands \$8000.  
30

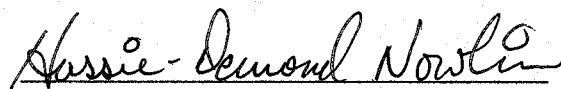
1           22. Defendants NEW MILLENIUM BANK violated §1692e (10) by the use of any false  
2 representation or deceptive means to collect or attempt to collect any debt or to obtain  
3 information concerning a consumer. Plaintiff demands judgment in the amount of \$4000.  
4

5  
6 **WHEREFORE**, Plaintiff demands judgment for damages against NEW MILLENIUM BANK  
7 for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant  
8 to 15 U.S.C. § 1681n(a)(b)(c).  
9

10  
11  
12  
13 **DEMAND FOR JURY TRIAL**  
14

15 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

16 Respectfully submitted this 25 of May, 2011  
17  
18  
19  
20

21   
22

23 Hassie-Demond Nowlin  
24 c/o 2020 Anthony Court  
25 Greensboro, north Carolina [27406]  
26 HDKNOWLIN@HOTMAIL.COM  
27 (336)327-5716  
28  
29  
30